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4 BILL NO. R-74-03-38

5 RESOLUTION NO. R- 22-74

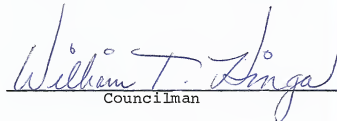
6 A RESOLUTION ratifying and approving a  
7 Consortium Agreement under the Compre-  
8 hensive Employment and Training Act of  
9 1973.


10 WHEREAS, it is to the mutual benefit of the communities  
11 of Northeastern Indiana and their residents that such communities  
12 work together to combat the evils of unemployment, to facilitate  
13 the exchange of information concerning job openings; to develop  
14 means of training individuals to perform in jobs best suited to  
15 their individual qualifications; and otherwise to provide a  
16 climate of employment opportunities which will permit the utiliza-  
17 tion of maximum individual potential while furthering the welfare  
18 of the communities involved; and

19 WHEREAS, the Consortium Agreement provides for the  
20 implementation of the programs and policies of the Comprehensive  
21 Employment and Training Act of 1973.

22 NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF  
23 THE CITY OF FORT WAYNE, INDIANA, THAT:

24 1. The Consortium Agreement is hereby ratified and  
25 approved.

26   
27 Councilman

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34 APPROVED AS TO FORM  
35 AND LEGALITY,  
  
CITY ATTORNEY

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on \_\_\_\_\_ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: \_\_\_\_\_

CITY CLERK

Read the third time in full and on motion by Henga, seconded by V. Schmidt, and duly adopted, placed on its passage. Passed (~~LAST~~) by the following vote:

AYES 5, NAYS 0, ABSTAINED \_\_\_\_\_, ABSENT 4 to-wit:

BURNS	_____	_____	_____	_____
HINGA	✓	_____	_____	_____
KRAUS	✓	_____	_____	_____
MOSES	_____	_____	_____	✓
NUCKOLS	✓	_____	_____	_____
SCHMIDT, D.	_____	_____	_____	✓
SCHMIDT, V.	✓	_____	_____	_____
STIER	_____	_____	_____	✓
TALARICO	✓	_____	_____	_____

DATE: 3-29-74

Charles W. Whitman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 9-22-74 on the 29th day of March, 1974.

ATTEST: (SEAL)

Charles W. Whitman  
CITY CLERK

Samuel L. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of March, 1974, at the hour of 12:30 o'clock P. M., E.S.T.

Charles W. Whitman  
CITY CLERK

Approved and signed by me this 29th day of March, 1974, at the hour of 3:00 o'clock P. M., E.S.T.

Joe A. Bump  
MAYOR

CONSORTIUM AGREEMENT

City of Fort Wayne, City-County Building, One Main Street, Fort Wayne, Ind.  
Adams County - Court House, Decatur, Indiana  
Allen County - City-County Building, One Main Street, Fort Wayne, Indiana  
DeKalb County - Court House, Auburn, Indiana  
Huntington County - Court House, Huntington, Indiana  
LaGrange County - Court House, LaGrange, Indiana  
Noble County - Court House, Albion, Indiana  
Steuben County - Court House, Angola, Indiana  
Wells County - Court House, Bluffton, Indiana  
Whitley County - Court House, Columbia City, Indiana

\* \* \* \* \*

This agreement is entered into between the City of Fort Wayne by its Chief Elected Official and the Chief Elected and/or Chief Executive Officials of the following general local government units: Adams County, Allen County, DeKalb County, Huntington County, LaGrange County, Noble County, Steuben County, Wells County, and Whitley County, and those other units of local government whose signatures appear as a portion of this agreement or any amendment thereto, for the express purpose of conducting Manpower Programs under the provisions of the Comprehensive Employment and Training Act of 1973, Public Law 93-203, and any regulations issued thereunder.

WHEREAS, it is to the mutual benefit of the communities of Northeastern Indiana labor market area and their residents that such communities work together to combat the evils of unemployment, to facilitate the exchange of information concerning job openings; to develop means of training individuals to perform in jobs best suited to their individual qualifications; and otherwise to provide a climate of employment opportunities which will permit the utilization of maximum individual potential while furthering the welfare of the communities involved; and

WHEREAS, The City of Fort Wayne is presently delivering Manpower services to The City of Fort Wayne and to Allen, DeKalb, LaGrange, Noble, Steuben, and Whitley Counties under three contracts (Neighborhood Youth Corps In-School, Neighborhood Youth Corps Out-of-School, and Operation Mainstream) and one grant (CAMPS Secretariat); and

WHEREAS, in the above contracts and grant The City of Fort Wayne has demonstrated its ability to plan programs, deliver services and monitor, evaluate, and take corrective action relating to its operations;

NOW, THEREFORE, THE SIGNATORIES TO THIS DOCUMENT AGREE:

1) that The City of Fort Wayne will be the Prime Sponsor of Manpower and related programs developed under the Comprehensive Employment and Training Act of 1973;

2) that the Prime Sponsor will represent the interests of the Consortium of the general local governments set forth above in the development of Manpower and other related programs developed under the Comprehensive Employment and Training Act of 1973;

3) that the Geographical Area represented by the Consortium of general local governments to be served is described as follows: The City of Fort Wayne, Adams County, Allen County (excluding The City of Fort Wayne), DeKalb County, Huntington County, LaGrange County, Noble County, Steuben County, Wells County, and Whitley County;

4) that this Geographical Area contains a total population of 492,780. The population in each unit of local government is as follows: City of Fort Wayne - 177,738; Adams County - 26,871; Allen County (excluding the City of Fort Wayne) - 102,717; DeKalb County - 30,837; Huntington County - 34,970; LaGrange County - 20,890; Noble County - 31,382; Steuben County - 20,159; Wells County - 23,821; and Whitley County - 23,395;

5) that the Chief Elected Official of the City of Fort Wayne, Allen County, Indiana, certifies that, under the definition of Prime Sponsor, as set forth in the Comprehensive Employment and Training Act of 1973, Title I 102, The City of Fort Wayne, Indiana, so qualifies;

6) that the Grant Agreements with the Department of Labor shall be signed by the Chief Elected Official(s) and/or Chief Executive Officials of each party to this agreement;

7) that the respective signator has the legal authority under Burns Stat. Ann. 48-1452 (e) and (0) to enter into this agreement;

8) that the signatory unit is not prevented by State or local law from participating in this consortium agreement for the purpose of carrying out the provisions of the Comprehensive Employment and Training Act of 1973;

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2 9) that each signator of the Consortium shall be responsible  
3 for the success of the program operation in its geographical area through  
4 cooperation with the Prime Sponsor, but that the City of Fort Wayne as the  
5 Prime Sponsor and Administrative Arm of the Consortium shall be accountable  
6 for the use of Comprehensive Employment Training Act Funds and program  
7 administration;

8 10) that within a reasonable time period after the approval  
9 of this agreement by The Department of Labor, the Consortium members  
10 as a body, each member receiving one vote, prepare and ratify a Charter  
11 that will contain the powers, functions and responsibilities assigned by  
12 the parties to the Agreement to carry out the provisions of the Compre-  
13 hensive Employment Training Act of 1973 and the regulations. This Charter  
14 will specifically include but not be limited to:

- 15 a) the applicable points of this agreement;  
16 b) name of the Consortium and its committees;  
17 c) organization and membership of the Advisory Council to  
18 the Consortium which the following structure shall  
19 serve as a model:

- 20 (1) The Advisory Council shall consist of an Area  
21 Committee. A sub-committee shall be formed for each  
22 unit of government that is a signatory to this agreement;  
23 (2) The membership of the Advisory Council's Area  
24 Committee shall consist of an equal number of members  
25 from each jurisdiction that is a signatory to this  
26 agreement and the members must also serve on the  
27 sub-committee from their respective jurisdiction;  
28 (3) The sub-committee for each jurisdiction shall have  
29 at least eight (8) members and not more than twenty-  
30 one (21) members and shall be appointed by the Chief  
31 Executive Official(s) representing that jurisdiction.  
32 Where the Chief Executive Official(s) is serving the  
33 entire county, this power of appointment shall be  
34 shared with the Mayor of the largest community in  
35 the county, provided the Common Council of such community

1 ratifies the Charter. To the extent that it is  
2 practical, members appointed to these sub-committees  
3 shall be representative of the client community and  
4 of community-based organizations, the Indiana State  
5 Employment Service, education and training agencies  
6 and institutions, business, labor, and, where appro-  
7 priate, agriculture.

8 (4) The Mayor of the City of Fort Wayne shall appoint  
9 the Chairman of the Area Committee. The Chief Executive  
10 Official(s) of each member jurisdiction shall appoint  
11 the Chairman of his respective sub-committee.

12 (5) The Area Committee shall accept the recommendations  
13 and assessments of the sub-committees from each  
14 jurisdiction concerning their respective needs and  
15 program priorities. The Area Committee shall then  
16 prepare, with the assistance of the Planning Staff,  
17 recommendations regarding program plans and basic goals,  
18 policies, and procedures. They shall monitor and  
19 provide for objective evaluations of employment and  
20 training programs conducted in the Consortium area  
21 and provide for continuing analysis of needs for  
22 employment training and related services in the area.  
23 Any final decision with respect to such recommendations  
24 shall be made by the Chief Executive Official(s) for  
25 his respective jurisdiction.

26 11. IT IS FURTHER AGREED that the procedures set forth in  
27 the proposed Charter for participation of Chief Elected and/or Executive  
28 Officials will be followed in the organization and development of Compre-  
29 hensive Employment and Training Act Programs and that those parties  
30 to this agreement will be bound by and adhere to the procedures set  
31 forth in the Charter.  
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12. As the Official Prime Sponsor, The City of Fort Wayne will be the Administrative Arm of the Consortium. Their powers, functions, and responsibilities will be delegated to them through the Charter and will include but not be limited to the following:

- a) enter into contracts and sub-grants and other necessary agreements;
- b) receive and expend funds;
- c) employ personnel that will include a planning staff and program operations staff, where necessary;
- d) organize and train staff;
- e) develop procedures for program planning;
- f) conduct the operation and assessment and fiscal management of the program;
- g) evaluate program performance and determine possible need to reallocate resources;
- h) modify grant agreements with the Department of Labor.

13. IT IS AGREED by all signatories that the Consortium established by this agreement shall have a duration equal to the period of the grant.

14. AMENDMENT OF AGREEMENT: This agreement may be amended at any time upon the written agreement of all the parties to the Consortium Agreement with the exception of points to this agreement required by the Comprehensive Employment and Training Act of 1973 and the regulations issued thereunder.

15. SEVERABILITY: Should any part, term or provision of this Agreement be decided by a court with proper jurisdiction to be illegal, void, or in conflict with any law of the State of Indiana or the United States of America, or otherwise be rendered unenforceable or ineffectual, the parties may by subsequent agreement provide that the remaining provisions shall continue in effect.

WITNESS THE EXECUTION HEREOF the Date set Opposite our Respective Names this Agreement to Form a Consortium under the Comprehensive Employment and Training Act of 1973, Public Law 93-203.

Signature:

Date:



DIGEST SHEETTITLE OF ORDINANCE Manpower Consortium Agreement 8-74-03-38DEPARTMENT REQUESTING ORDINANCE Mayor's OfficeSYNOPSIS OF ORDINANCE An agreement between the City of Fort Wayne and the  
governmental jurisdictions of Adams, Allen (excluding the City of Fort Wayne)DeKalb, LaGrange, Noble, Steuben and Whitley Counties for the express purpose of  
Fort Wayne serving as Prime Sponsor of local and area Manpower Programs under the  
provisions of the Comprehensive Employment and Training Act of 1973 (CETA), Public  
Law 93-203, and any regulations issued thereunder.EFFECT OF PASSAGE Fort Wayne will serve as Prime Sponsor for area listed  
above. Unused funds assigned to each county can be shifted within area.EFFECT OF NON-PASSAGE Fort Wayne would retain prime sponsorship for itself.  
Balance of Allen County would become its own prime sponsor. Remainder of area  
would be serviced by Governor.MONEY INVOLVED (Direct Costs, Expenditures, Savings) Approximately one and  
one-half million to two million dollars unmatched. These are estimated figures,  
since official allocations have not yet been determined.

ASSIGNED TO COMMITTEE (J.N.) \_\_\_\_\_